**SERIAL 05082   RFP      AUTOMATED CENTRAL PAYMENT PROCESSING SYSTEM - MCSO**


**DATE OF LAST REVISION: January 27, 2011      CONTRACT END DATE: July 31, 2011**




**CONTRACT PERIOD THROUGH** ~~JANUARY~~ **JULY 31, 2011**


TO:            All Departments

FROM:          Department of Materials Management

SUBJECT:       Contract for **AUTOMATED CENTRAL PAYMENT PROCESSING SYSTEM –
               MCSO**


Attached to this letter is published an effective purchasing contract for products and/or services to be supplied
to Maricopa County activities as awarded by Maricopa County on **July 25, 2007 (Eff. 02/01/2008).**

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the
vendor holding the contract.  Individuals are responsible to the vendor for purchases made outside of
contracts.  The contract period is indicated above.




_____
Wes Baysinger, Director
Materials Management

**BW**/mm
Attach




Copy to:        Materials Management
                Loretta Barkell, MCSO

# CONTRACT PURSUANT TO RFP

This Contract is entered into this 25<sup>th</sup> day of July, 2007 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and TOUCHPAY HOLDINGS, LP. , an Texas corporation ("Contractor") for the purchase of AUTOMATED PAYMENT KIOSKS AND PAYMENT PROCESSING SERVICES.

1.0     TERM

    1.1     This Contract is for a term of Three (3) years, beginning on the 1st day of February, 2008 and ending the 31<sup>st</sup> day of **July** January, 2011.

    1.2     The County may, at its option and with the agreement of the Contractor, extend the period of this Contract for additional terms up to a maximum of Three (3), (1) One Year Options (or at the County's sole discretion, extend the contract on a month to month bases for a maximum of six (6) months after expiration).  The County shall notify the Contractor in writing of its intent to extend the Contract period at least thirty (30) calendar days prior to the expiration of the original contract period, or any additional term thereafter.

2.0     PAYMENT (REVENUE CONTRACT)

    2.1     **FEE PAYMENT**

        A detail of applicable Fee Payment Schedule has been included herein as Exhibit A – Pricing.

        Contractor will be required to pay TOTAL FEE due to MCSO for the month by the 15<sup>th</sup> of the following month:

        Payment will be processed to:

        Maricopa County Sheriff's Office
        Budget & Finance Bureau
        234 N. Central, 7<sup>th</sup> Floor
        Phoenix, AZ.  85004

        A detailed report of applicable transactions and fee assessments will accompany the fee payment.

3.0     DUTIES

    3.1     The Contractor shall perform all duties stated in Exhibit "B."

    3.2     The Contractor shall perform services at the location(s) and time(s) stated in Exhibit "B," or as otherwise directed in writing.

    3.3     During the Contract term, County shall provide Contractor's personnel with adequate access to all applicable facilities as may be required by Contractor to carry out its contractual obligations.

During the Contract term, County shall provide Contractor's personnel with adequate workspace as may be required by Contractor to carry out its contractual obligations. This does not imply that the contractor will received permanent workspace. Contractor will have the ability to schedule with MCSO space on an as needed basis.

## 4.0 TERMS & CONDITIONS

### 4.1 INDEMNIFICATION:

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions or mistakes relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting there from, caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

### 4.2 INSURANCE REQUIREMENTS:

Contractor, at Contactor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contactor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be

deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

Contractor is required to procure and maintain the following coverages indicated by a checkmark:

4.2.1    Commercial General Liability.

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than $1,000,000 for each occurrence, $2,000,000 Products/Completed Operations Aggregate, and $2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

4.2.2    Workers' Compensation.

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than $100,000 for each accident, $100,000 disease for each employee, and $500,000 disease policy limit.

Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

4.2.3    Certificates of Insurance.

4.2.3.1    Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect.  Such certificates shall identify this contract number and title.

4.2.3.2    Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

4.3    NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County

Department of Materials Management
Attn: Director of Purchasing
320 West Lincoln Street
Phoenix, Arizona

For Contractor:

Mr. Craig Bullard
Touchpay Holdings, LP
4108 Amon Carter Blvd., Suite 200
Fort Worth, TX.  76155

4.4    REQUIREMENTS CONTRACT:

    4.4.1    Contractor signifies its understanding and agreement by signing this document that this Contract is a requirements contract.  This Contract does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when County identifies a need and issues a purchase order or a written notice to proceed.

    4.4.2    County reserves the right to cancel purchase orders or notice to proceed within a reasonable period of time after issuance.  Should a purchase order or notice to proceed be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor.  The County will not reimburse the Contractor for any avoidable costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order or notice to proceed.

    4.4.3    Contractor agrees to accept oral cancellation of purchase orders.

4.5    PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments by either party must be submitted sixty (60) days prior to the Contract expiration or annual anniversary date. Justification for the requested price adjustment must be accompanied by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change.  The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

4.6    TERMINATION FOR CONVENIENCE:

The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse.  Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County.  In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

4.7    TERMINATION FOR DEFAULT:

    4.7.1    In addition to the rights reserved in the Contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract.  The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

4.7.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County on demand.

4.7.3 The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the County for any excess costs incurred by the County in procuring materials or services in substitution for those due from the Contractor.

4.7.4 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

4.8 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. §38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S §38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

4.9 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.10 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

4.11 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.12 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.13    AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

4.14    ALTERNATIVE DISPUTE RESOLUTION:

4.14.1    After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

4.14.1.1    Render a decision;

4.14.1.2    Notify the parties that the exhibits are available for retrieval; and

4.14.1.3    Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

4.14.2    Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

4.14.3    Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

4.15    SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

4.16    RIGHTS IN DATA:

The County shall own have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

MCSO will require the execution of a Non Disclosure Agreement stipulating that the Contractor shall not sell, lease, or lend any person access to information obtained from this agreement.

Contractor shall not make any information resulting from this contract available to anyone other than authorized personnel.

4.17     INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

4.18     GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona.  Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

4.19     **VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:**

4.19.1     **By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A).   The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request.  These warranties shall remain in effect through the term of the Contract.  The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer.  I-9 forms are available for download at USCIS.GOV.**

4.19.2     **The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 4.11.1 of this Section.  Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified.  Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to:  suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor.  All costs necessary to verify compliance are the responsibility of the Contractor.**

4.20     **VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:**

4.20.1     **By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran.  The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request.  These warranties shall remain in effect through the term of the Contract.**

4.20.2    **The County may request verification of compliance for any contractor or subcontractor performing work under the Contract.  Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor.  All costs necessary to verify compliance are the responsibility of the Contractor.**

4.21    **CONTRACTOR LICENSE REQUIREMENT:**

4.21.1    **The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements,  required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses.  The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Materials Management and the using agency of any and all changes concerning permits, insurance or licenses.**

4.21.2    **Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required.  A Respondent is not relieved of its obligation to posses the required licenses by subcontracting of the labor portion of the Contract.  Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1502 to ascertain licensing requirements for a particular contract.  Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.**

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

**CONTRACTOR**

---
AUTHORIZED SIGNATURE

---
PRINTED NAME AND TITLE

---
ADDRESS

---
DATE

**MARICOPA COUNTY**

BY: _____          _____
      DIRECTOR, MATERIALS MANAGEMENT                    DATE

BY: _____          _____
      CHAIRMAN, BOARD OF SUPERVISORS                    DATE

**ATTESTED:**

---
CLERK OF THE BOARD                                                    DATE

**APPROVED AS TO FORM:**

---
DEPUTY MARICOPA COUNTY ATTORNEY                    DATE

## EXHIBIT A
### PRICING

SERIAL 05082-RFP

| | |
|---|---|
| PRICING SHEET: | NIGP 20628 |
| BIDDER NAME: | TOUCHPAY HOLDINGS, LLP |
| VENDOR # : | W000002676 |
| BIDDER ADDRESS: | 4108 Amon Carter Blvd., Suite 200  Fort Worth Texas   76155 |
| P.O. ADDRESS: | |
| BIDDER PHONE #: | 817-204-0301 |
| BIDDER FAX #: | 817-230-4837 |
| COMPANY WEB SITE: | www.touchpaydirect.com |
| COMPANY CONTACT (REP): | Craig Bullard |
| E-MAIL ADDRESS (REP): | cbullard@touchpaydirect.com |

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ___X__YES  _____ NO

**PAYMENT TERMS:**

Contractor will be required to pay TOTAL FEE (Proceeds) due to MCSO for the month by the 15th of the following Month

A detailed report of applicable transactions and fee assessments will accompany the fee payment.

**Effective 08/01/09**
A 3.5% ~~convenience~~ fee, on the total deposit amount, will be applied to ACH, credit and debit card transactions, Personal Bonds, IVR and Web Payments (ACH and Credit/Debit cards). The vendor has the right to adjust the percentage being charged the end user depending on historical loss ratios.

**1.0 PRICING:**

**ITEM DESCRIPTION**

| APPLICATION | Kiosk | IVR | Web |
|---|---|---|---|
| **Trust Fund Account  Commissary Account** | $9.99 Cash $9.99 + 3.5% CC/DC/ACH | $9.99 + 3.5% CC/DC/ACH | $9.99 + 3.5% CC/DC/ACH |
| **Bonds** | $9.99 Cash $9.99 + 6.5% CC/DC/ACH | $9.99 + 6.5% CC/DC/ACH | $9.99 + 6.5% CC/DC/ACH |

**Revenue Share:**
| | | | |
|---|---|---|---|
| **Maricopa County** | $4.00 | $4.00 | $4.00 |

## EXHIBIT B
### SCOPE OF WORK

1.0 **INTENT:**

Concessionaire contract with a third party firm to provide an integrated solution that would initially allow for automated, electronic deposit of funds into several types of inmate accounts, while remaining GAAP compliant. Solution would also provide for the automated payment, electronic, and remote deposit of inmates bonds and fines. These services will be performed at NO COST to MCSO under a Revenue Model Contract.

**LOCATIONS**

It is anticipated that the proposed system would be installed in the lobby of the following Sheriff's Office jails:

| | |
|---|---|
| **Durango Jail** | **MCSO Data Center** |
| 3225 W. Gibson | Address - Private |
| Phoenix, Arizona 85009 | |
| | |
| **Towers Jail** | **Estrella Jail** |
| 3127 W. Durango | 2939 W. Durango |
| Phoenix, Arizona 85009 | Phoenix, Arizona 85009 |
| | |
| **4th Avenue Jail** | **Lower Buckeye Jail** |
| 201 S. 4th Avenue | 3250 W. Lower Buckeye Road |
| Phoenix, AZ 85003 | Phoenix, AZ 85009 |
| (1) One Unit – Visitation | |
| (1) One Unit – Bonds & Fines | |
| | |
| **Tents Jail** | **Southeast Jail** |
| 2939 W. Durango | 1840 S. Lewis Drive |
| Phoenix, AZ 85009 | Mesa, AZ 85210 |
| | |
| **Avondale Jail** | |
| 920 E. Van Buren | |
| Avondale, AZ 85323 | |

Other locations may be added in the future, if required. The Contractor will be required to install the proposed system at any new sites added by the Sheriff's Office or remove its system from any sites deleted by the Sheriff's Office.

2.0 **SCOPE OF WORK:**

Contract for the furnishing, installation and maintenance of portable, automated central payment processing system that will enable Sheriff's Office customers or agents of its customers, to make payments or deposits to individual accounts maintained in the Sheriff's Office Inmate Data Management System. The system must be cost neutral to the Sheriff's Office and a revenue generator for the Sheriff's Office Inmate Welfare Fund. The system must be capable of integration with the MCSO Data Management System and be capable of providing detailed transaction reports.

**DISCLAIMER - BONDS AND FINES SCOPE OF WORK**

*It is mutually agreed by both parties that all Scope of Work relative to provide Bonds and Fines functionality will require additional discovery by both parties. Scope of Work relative to Bonds and Fines will be administered at a later date via a mutually amenable and executed Scope of Work(s). Any reference to such functionality in the following Technical Specifications is general in nature only to communicate intent and general functionality strategies.*

2.1     **TECHNICAL SPECIFICATIONS**

Provide the necessary equipment, software, and personnel expertise as applicable to implement and monitor real time debit accounting to the MCSO Data Management System.

2.1.1     **KIOSK UNIT SPECIFICATIONS**

> 2.1.1.1   Kiosks must be constructed of durable materials and of the same design and color at each location
>
> 2.1.1.2   Must meet ADA requirements and mandates as applicable.
>
>> *This product will not be equipped with features to accommodate special needs such as, but not limited to, those with hearing impairments. However, the kiosk must be ADA compliant for wheelchair and sight impaired end users.*

2.1.2     **SYSTEM/OPERATIONAL SPECIFICATIONS**

> 2.1.2.1   Application must be capable of accepting Cash, Credit Card, and Debit Card Transactions.  In addition system must be capable of processing transactions via (EFT) Electronic Funds Transfer processed via Phone or Internet.
>
>> *The Objective of this project is to create a kiosk based presentation layer for the acceptance of payments in the Maricopa County Jail lobby areas. This project will allow friends and family the ability to make a commissary deposits for the guest that will be spending the night. The resulting work product will allow for credit cards as a new form of payment and alleviate overcrowding for individuals that have the means to bond out with sufficient line of credit or funds available in a checking account.*
>>
>> *Maricopa County Sheriffs Deputy will be able to facilitate the booking process and offer the inmate an option to bond out with a credit card or debit card.*
>
> 2.1.2.2   Provide for availability to fund inmate accounts 24 Hours a Day – 365 Days a year.  Contractor must establish a connection with MCSO Jail Management Systems before a transaction can be processed.  When the MCSO system is unavailable no deposits shall be able to be processed until the system becomes available.
>
>> *The TouchPay system which includes kiosk, IVR and Web Portal that will provide services to the clients of MCSO will be available for use on a 24-hour day, 365 days a year platform.  A significant investment in our network redundancy allows us to offer this above-industry-standard feature to the marketplace.*
>>
>> *Our real-time connection for payment processing enables us to provide instant updating of balances and transaction details to any downstream systems that the county deems necessary.  Unlike other companies which process in a nightly batch mode, we've invested in high-bandwidth links to our payment processor to facilitate real-time payments for a full-service robust application offering.  When we receive a successful authorization response, we can trigger the appropriate messages to other dependent systems within the MCSO infrastructure.*

*End-user support during critical times (i.e., workdays) is provided. MCSO staff may utilize our emergency-level support during after hours as deemed necessary.*

2.1.2.3 Provide Multi-Lingual access in minimum of English and Spanish. Functionality in other languages is desirable. Please disclose other language capabilities

*TouchPay easily addresses the bilingual needs of our clients; our language support spans the globe, and includes:*
- *English*
- *Spanish*

2.1.2.4 Touch Screen enabled with "Self Help" multi-lingual instruction capabilities.

*Online help component of the TouchPay application will answer the majority of questions or resolve a high percentage of issues an end-user may have, thereby minimizing the need for MCSO staff intervention.*

2.1.2.5 KIOSK must be capable of providing security on transactions by capturing Facial biometrics at time of transaction. Application must be capable of storing this data for a period of (1) One year. Data should be available for retrieval upon request from MCSO.

IVR Application will capture and store voice recording of phone transactions.

IP Address and Email Address will be captured on all Internet transactions.

2.1.2.6 Application must support MCSO-recommended virtual private network (VPN) encryption requirements.

2.1.2.7 Application must support ability to deny withdrawal of funds from (Depositer) accounts with insufficient fund balances.

2.1.2.8 Application must support ability to provide for self-service payment of bonds and fines without office staff support.

Contractor's program should allow for bond and fine payments to be made directly to the appropriate jurisdictional court via bank routing. Data would be provided from the JMS system.

*A MUTUALLY ACCEPTABLE SCOPE OF WORK RELATED TO THE INTEGRATION OF BONDS & FINES FUNCTIONALITY WILL BE ADDRESSED AT A LATER DATE TO BE DEFINED BY MCSO. THIS SCOPE OF WORK MUST BE DEEMED MUTUALLY ACCEPTABLE BY BOTH PARTIES AND BE EXECUTED BY FORMAL CHANGE ORDER TO THIS CONTRACT.*

2.1.2.9 Application must provide instant cash flow. Deposits would be immediately debited to Inmate accounts and available for use or withdrawal immediately upon completion of successful transaction. Deposits are considered complete when a funding source has been entered and accepted in the system.

Contractor must guarantee the funds have been deposited in the Inmate Trust Fund bank account immediately after being posted to the inmates account on the Sheriff's Data Management System.

PLEASE REFER TO EXHIBIT C- Touchpay Holdings, LP Guaranteed Payment Policy.

*Touchpay has no transactional dollar limit per payee.*

*Touchpay currently submits IRS Form 8300 for the proper notification of a single or multiple transactions in a given year that total more than $10,000.00. Touchpay is able to flag such transaction and utilize current data being captured in the kiosk to populate the appropriate information required for IRS Form 8300.*

2.1.2.10 Contractor shall be responsible for all discrepancies, including any deposits (too include cash deposits made at kiosks) made in error to an inmate account due to input of an incorrect booking number, inmate being released, or any other discrepancies outside of MCSO's control.

MCSO must be notified in writing of any discrepancies. Any requests by Contractor to request assistance from MCSO to resolve discrepancies must be submitted in writing. MCSO will retain the right of refusal on any of these requests by the Contractor that are deemed to be an excessive burden to MCSO staff and/or not in the best interest of Maricopa County.

2.1.2.11 Application must provide Booking Number for proper tracking and documentation of transactions.

**KIOSK VALIDATION**
Kiosk Customers will require Booking # to process payments to the correct Inmate Account. If Booking # is unknown, patron will be given limited availability to access the Booking # by either calling the Jail Information Line (to be referenced on kiosk applicably), or direct a query via the Kiosk and interface to JMS based on proper submittal of Inmates Name and Date of Birth. Those query's that provide a unique match will be provided with the applicable Booking # to proceed.

**IVR VALIDATION**
IVR Customers will require Booking # to process payments to the correct Inmate Account. If Booking # is unknown, patron will be given limited availability to access the Booking # by calling the Jail Information Line

**WEB APPLICATION VALIDATION**
Web Customers will require Booking # to process payments to the correct Inmate Account. If Booking # is unknown, patron will be given limited availability to access the Booking # by either calling the Jail Information Line or if MCSO grants access for a web query from the Touchpay Payment Portal.

2.1.2.12 Application must provide Receipts on all Deposits. Receipts should include Touchpay contact information to resolve any errors in money transfer or deposits into inmate accounts.

2.1.3 **IMPLEMENTATION SPECIFICATIONS**

2.1.3.1 Contractor will be responsible for ALL applicable installation costs. To include infrastructure, electrical, or other as applicable.

2.1.3.2 With the exception of electrical requirements, Contractor will be responsible for any ongoing operation related costs, to include any and all applicable Bonding, Maintenance, Data Lines, Telephone Carrier Services, etc.

2.1.3.3 Contractor will be responsible for any third party installation, programming and/or integration costs associated with implementation.

2.1.3.4 Contractor will be responsible for any losses and/or repairs due to acts of vandalism or other loss. MCSO will not be responsible for any uncollected monies.

2.1.4 **SERVICE/OPERATIONAL SPECIFICATIONS**

2.1.4.1 Any installation, removal, or relocation of equipment must be approved in writing by designated MCSO staff.

*TouchPay will install, remove or relocate equipment as specified by the MCSO.*

2.1.4.2 Any evidence of vandalism or machine break-ins discovered by the Contractor shall be reported immediately to MCSO facility personnel.

*In the case of removal due to vandalism, we will provide notification to the MCSO facility personnel, and respectfully request that if any MCSO personnel identifies any vandalism with the kiosk equipment, that they notify TouchPay as soon as discovered to facilitate an expeditious replacement.*

*TouchPay understands that it is responsible for any losses and/or repairs due to acts of vandalism or other loss and will not hold MCSO responsible for any uncollected monies.*

2.1.4.3 Any change to service must be contract compliant and reported to MCSO personnel 24 hours in advance.

2.1.4.4 Any system scheduled maintenance or scheduled down times must be reported and authorized by designated MCSO personnel 24 hours prior to commencing.

*TouchPay standard operating procedure is to provide the MCSO with 48 hours advance notice before any system maintenance to our kiosks. Any substantial changes to visible functionality will be detailed in a version update document sent via e-mail to the MCSO for distribution among your personnel a week prior to the implementation of the service update.*

*Touchpay will provide a toll free number to report outages and service issues. Touchpay will respond within 24 hours by remotely diagnosis or dispatching a service technician.*

2.1.4.5 Contractor is responsible for the contracting and payment of any Third Party operational requirements. Ie.. Cash collection, service & maintenance, etc. MCSO will reserve the right to refuse access to any $3^{rd}$ party.

*TouchPay contracts with third-parties at its own expense for cash collection and bank deposits, and any minor maintenance that the system may need; therefore no additional charges would be levied to MCSO as part of the contract.*

2.2 **MCSO INFRASTRUCTURE**

Distributed Network -- The proposed system must be able to operate in an environment that includes a secure, distributed network of systems and PC workstations. Currently, all MCSO systems can be accessed using TCP/IP on the County's Secure Ethernet Wide Area Network (WAN). The proposed solution must operate on an encrypted Ethernet network, and communicate via TCP/IP using the MCSO-specified VPN solution. System connectivity into this environment should be minimized for security and efficiency reasons (i.e.,, Centralized Vendor Server approach).

2.3    **INTEGRATION REQUIREMENTS**

The proposed system will be required to interface with the Jail Management System (JMS) via the Quovadx/Cloverleaf Integration Engine using MCSO-preferred transaction-oriented protocols within this secure, middleware environment.  As mentioned in section 2.2, a centralized vendor server to Integration Engine approach is the preferred solution minimizing external connectivity to the MCSO Network.

2.3.1    **KIOSK-INTEGRATED DATA PROCESSES**

The success of the MCSO and TouchPay partnership will occur through a series of real-time links from the kiosk server to certain endpoints.  The most important capability will be our real-time integration with the Jail Management System and the MCSO Data Management Systems.  A diagram of proposed functionality exists below:



TouchPay Kiosk

Maricopa County Encrypted Network

Jail Management System

User is welcomed to MCSO kiosk and prompted for desired function

User inputs information onto screen; kiosk sends real-time lookup to the JMS

User confirms response from JMS; continues desired process
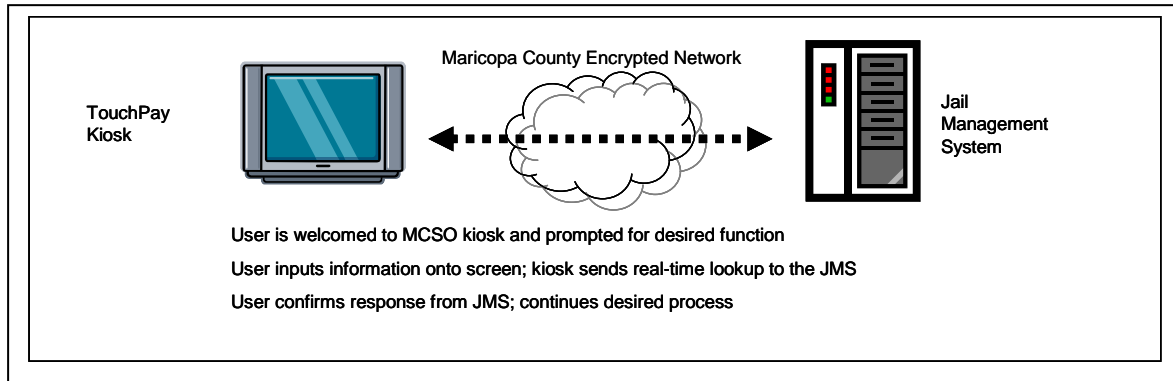
The screen promptings will allow the TouchPay application to capture the appropriate information to make a request to the JMS to facilitate a payment or transfer funds into an inmate trust account.  Core components of this functionality include:

- Multi-lingual support, including online help
- 24x7x365 availability
- ADA-Compliant application

2.3.2    **PAYMENT PROCESSING FUNCTIONALITY**

After retrieving the correct information from the MCSO host systems, the user begins the process of executing a payment, which may occur using various payment methods obtained by kiosk, Interactive Voice Response and Web Portal to include cash, credit card, signature debit cards and online check (also known as ACH or EFT).  TouchPay supports MasterCard and Visa credit and debit products for payments.



TouchPay Kiosk

Secure SSL-encrypted transaction pipe

Merchant Processing Bank

Cash Management Bank (ACH, etc.)
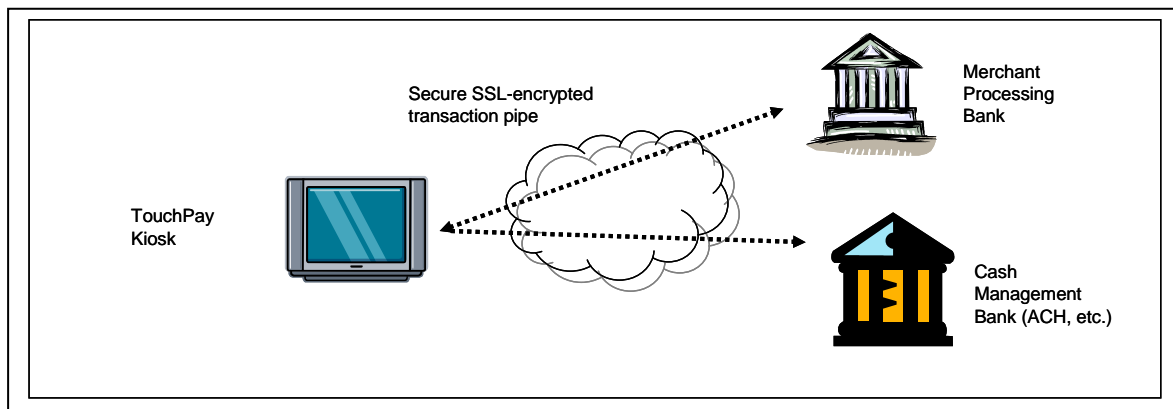
For a card-based payment, the customer is prompted for the following information:
1.      Card Account Number
2.      Expiration Date
3.      CVV2 or CVC2 value on the back of the card
4.      Cardholder billing address (to facilitate Address Verification Services, a fraud management tool offered by the card issuers)
5.      Consumer authorization for the amount being processed, including digital signature.

The data is transmitted real-time to our merchant processor, Chase Paymentech Solutions, through a secure Internet gateway link. Using tools such as CVV2 and AVS assists TouchPay in mitigating the risk associated with a card transaction and is crucial in keeping our chargeback rates extremely low.

Upon successful approval and completion of the card authorization transaction, the kiosk will move to the required downstream data processes.

For an online check and Interactive Voice Response ACH transaction, the customer is prompted for different information:

1.      Bank Routing Number (also known as ABA number)
2.      Bank Account Number
3.      Account type (checking or savings)
4.      Customer authorization stating they authorize a debit to their account for the amount of the payment and understand a returned item may be an additional fee.
5.      Customer digital signature or recorded voice authorization.

The TouchPay online check and check by telephone processing complies with various regulations, including Regulation E and NACHA regulations.

For added risk management in an online check process, TouchPay will maintain a negative file or 'blocked file' of those payments returned for any number of reasons, including Insufficient Funds, Account Closed, etc.  If a customer or inmate account becomes blocked, any future payments must be completed using a credit/debit card or cash.

TouchPay processes its online check payments with the largest ACH bank in the country, JPMorgan Chase.  Our solid and long-term relationship with JPMC enables us to stay abreast of any changes in the ACH industry, especially with regards to regulations and new network initiatives.

Regardless of payment method, the final step in the payment process is to provide the customer with a receipt confirming their payment.

2.3.3   **DOWNSTREAM DATA PROCESSES**

The last function in the TouchPay application utilizes the real-time links to the MCSO hosts and facilitates the updating of balances and any other required downstream updates in the Jail Management System, the Inmate Data Management System, or both, as required by the MCSO.

As part of the downstream process and utilizing our experience with ACH network funding, the TouchPay system can easily route payments to the appropriate jurisdictional court using bank routing information provided by the MCSO.
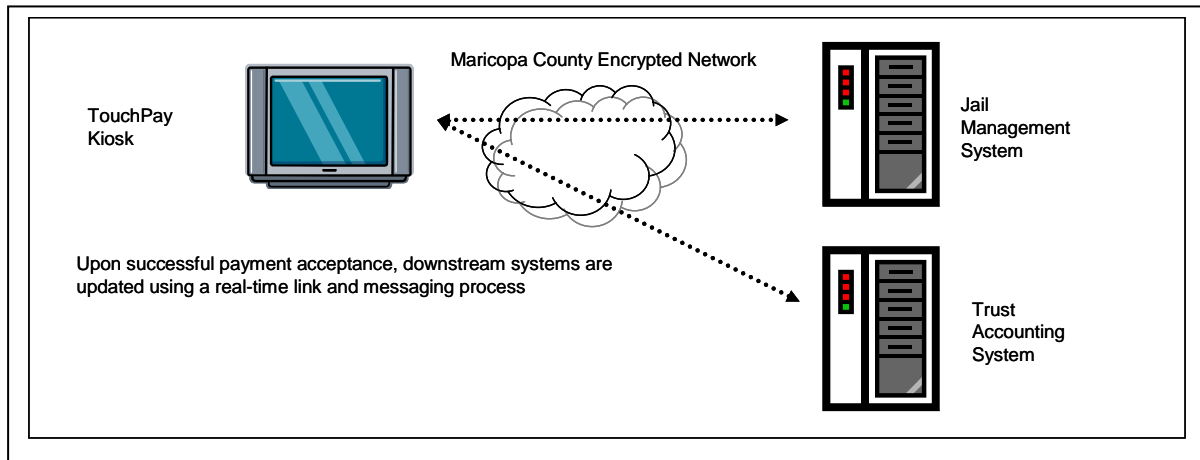
### 2.3.4 DEPOSIT CONFIRMATION

Touchpay must provide confirmation of real time deposits, per transaction, to the Inmate Trust Fund account, on a daily basis covering the time period of 0000 – 2359 hours Arizona Time. This report will include the booking number, name, location, date and time of deposit, amount of deposit, transaction number.

## 2.4 REPORTING REQUIREMENTS

The Contractor shall furnish the County a quarterly usage report delineating the activity governed by the Contract. The format of such report shall be approved by Maricopa County Sheriff's Office.

### 2.4.1
Contractor will maintain a register of all equipment or system failures, to include location, unit number, incident time, nature of failure, and time and date of repair. This report would be made available upon request.

### 2.4.2
Contractor will provide data to include but not limited to deposit transaction reports on KIOSK transactions sortable by location, as well as IVR and WEB Transactions.

*The Touchpay real-time processing engine provides for reporting functionality on different levels. The first level is provided as read only from the Touchpay Graphical User Interface located at www.touchpaydirect.com . This will enable MCSO authorized personnel access to obtain real-time data to all transactions initiated from the kiosk, IVR and Web Portal. The reporting is formatted in a standard transactions record to provide consistency in data. From this interface the authorized user has the ability to download information into a variety of formats such as a excel spreadsheet. This will allow MCSO to see who is depositing funds into an inmates account.*

*In addition, the standard transaction record incorporates a facial picture on all kiosk transactions.*

### 2.4.3 ADDITIONAL REPORT DETAIL

#### Transactions And Log Details

- Touchpay Kiosk transactions are created and sent to MCSO Data Management System.

- Within MCSO Data Management System offender accounts are updated in real time as transactions occur from the Touchpay Kiosk.

- Real time transactions will generate the postings in MCSO Data Management System(General Ledger postings of accounts).

- At the end of the day, MCSO will receive from the Touchpay Server a log of the daily details.

  **Applicable reports can be "pushed" or "pulled" from the Touchpay server at MCSO's discretion.**

- The Log Details will be a summary of the day's transactions and the sum total of the money that will be deposited into Maricopa's Bank Account ( This amount will equal the total amount credited to the offender's accounts during the day).

## 2.5 ACCESS REQUIREMENTS/SECURITY

Contractor's staff (or subcontractor's staff) providing services under this contract must undergo a background check including Arizona Department of Public Safety (DPS) Terminal Operator Certification (TOC) Level "D" to be performed by the Maricopa County Sheriff's Office or other law enforcement agencies.

Contractor and employees must be bonded and must adhere to all MCSO policies and procedures.

## 2.6 DELIVERY SCHEDULE

**PROJECT PLAN HAS BEEN INTEGRATED HEREIN AS EXHIBIT - D**

## 2.7 ACCEPTANCE

For Customer's Initial purchase of Equipment and Applicable Services Contractor shall provide an acceptance test period (the "Test Period ") that commences upon Installation.  Installation shall be defined as: the Equipment, if any, is mounted and implementation team training, if any, is complete.  During the Test Period, Customer shall determine whether the Equipment and Software meet the Contractors published contracted specifications.  The Test Period shall be for 30 days.  If Customer has not given Contractor a written deficiency statement specifying how the Equipment or Software fails to meet the Specification ("Deficiency Statement') within the Test Period, the Equipment and Software shall be deemed accepted.  If Customer provides a Deficiency Statement within the Test Period, Contractor shall have 30 days to correct the deficiency, and the Customer shall have an additional 30 days to evaluate the Equipment and Software.  If the Equipment or Software does not meet the Specifications at the end of the second 30 day period, either Customer or Contractor may terminate this Agreement.  Upon any such termination, Customer shall return all Equipment and Software to Contractor  Neither party shall then have any further liability to the other for the products that were the subject of the Acceptance Test.

MCSO may at their discretion, at any time during the Test Period deem the Equipment and Applicable Services accepted and give written notice of acceptance and release to begin operations and roll-out to public use of application.

## 2.8 SUPPORT AND MAINTENANCE

TouchPay will install, remove or relocate equipment as specified by the MCSO.  In the case of removal due to vandalism, we will provide notification to the MCSO facility personnel, and respectfully request that if any MCSO personnel identifies any vandalism with the kiosk equipment, that they notify TouchPay as soon as discovered to facilitate an expeditious replacement.

TouchPay understands that it is responsible for any losses and/or repairs due to acts of vandalism or other loss and will not hold MCSO responsible for any uncollected monies.

TouchPay standard operating procedure is to provide the MCSO with 48 hours advance notice before any system maintenance to our kiosks.  Any substantial changes to visible functionality will be detailed in a version update document sent via e-mail to the MCSO for distribution among your personnel a week prior to the implementation of the service update.

Touchpay will provide a toll free number to report outages and service issues. There will be a Touchpay representative available during normal business hours for Arizona time, Monday thru Friday 8:00 am to 5:00 pm. Touchpay will respond within 24 hours by remotely diagnosis or despatching a service technician. TouchPay contracts with third-parties at its own expense for cash collection and bank deposits, and any minor maintenance that the system may need; therefore no additional charges would be levied to MCSO as part of the contract

Response time will be same day from our fulltime dedicated local support personnel .
Touchpay will have one complete unit on standby locally and maintain a parts depot for the peripherals utilized on the kiosk for any and all repairs that are necessary.

We pride ourselves on availability and quick resolution of all issues and concerns. Our support team can be contacted in several ways via the Telephone or email, whichever the customer prefers and the issue warrants.

**Contact Us**

**Business Hours  M-F 7am-7pm CST**
To contact TouchPay Customer Service during normal business hours dial
**(800)720-6817 or (866) 204-1603, Option 1 or Ext. 2009**.  If all agents are busy assisting other customers then your call will be forwarded to our voice mail box, and will be returned within 30min.

**After Hours – Non Emergency     7pm – 7am CST**
To leave a non emergency message for TouchPay Customer Service dial
**(800)720-6817 or (866) 204-1603, Option 1 or Ext. 2010**.
All messages will be returned promptly the next business day morning.

**Email**
Our Customer Service Representative's (CSR) are also available by email if you have a less urgent issue you can contact us at – customersupport@TouchPaydirect.com.  All emails received during normal business hours **M-F 7am-7pm CST** are returned within 2-6 hours or the next business day morning in the order they were received.  All emails received after hours and weekends are returned the next business day morning.

**Mail**
To contact Customer Service via mail please submit all correspondence to the below address:

**TouchPay**
**P.O. Box 155337**
**Fort Worth, TX  76155**

**Customer Service Operating & Escalation Procedures**

When a call is placed to TouchPay, and our CSR gathers all pertinent information, opens a ticket, assigns a case number and sets a priority to every call.  Our escalation operating procedure consists of three levels:

- o     **Level I  –** Ticket creation and resolution
- o     **Level II  –** Escalation to expert
- o     **Level III** – On-site escalation

The goal is to provide resolution to the problem as quickly as feasibly possible.  In most cases, all calls are returned within 30 minutes or less, all tickets are closed within 24 hours and all on-site repairs requiring parts are resolved within 36 hours.

**Level I**

1.      Information Gathered
      a.      Name
      b.      Call Back Number
      c.      Correctional Facility
      d.      Issue – Kiosk down, Customer problem, Network outage, etc.
      e.      Description
      f.      Date/time
      g.      Priority assigned (3, 2, or 1)
      h.      Inquiry
          i.      Inmate Deposit
          ii.     TouchPay Process
          iii.    Fee Schedule

2.      Steps to Resolve – Determine root cause of issue
      a.      User assistance
      b.      Hardware failure
      c.      Software problem
      d.      Network availability

3.      Resolve & Close Ticket
      a.      CSR is able to handle Issue and close ticket.
      b.      CSR unable to resolve – escalate to Level II

4.      Feedback & Reporting
      a.      Incident Reports (on-line lookups)
      b.      Weekly Reporting
      c.      Monthly Reporting

All Reports available upon request

**Level II**

1.      CSR unable to resolve Issue, determine appropriate TouchPay personnel and notify Operations/Accounting within 30 minutes of call logged

      a.      **Operations** will identify if the below items are failure points, then make determination if resolution can be made internally or escalation needed to Onsite Support
          1.      Power
          2.      Network
          3.      Cabling
          4.      Peripherals
          5.      Software

      b.      **Accounting** will identify record thru TouchPay Reporting and process accordingly depending on what the issue requires.

          1.      Customer Deposit Not Posted
              a.      CC/Check declined
              b.      System Issue – Operations to Resolve
              c.      System Issue – Service Provider (TSI) to Resolve

          2.      Fraud
              a.      Block account thru TouchPay
              b.      Notify Facility to freeze funds and recover fraudulent money.

2.       Resolve & Close Ticket
       a.   Operations/Accounting able to handle Issue and close ticket.
       b.   Operations/Accounting unable to resolve – escalate to Level III

3.       Feedback & Reporting
       a.   Incident Reports (on-line lookups)
       b.   Weekly Reporting
       c.   Monthly Reporting

All Reports available upon request

## Level III

1. Operations unable to resolve remotely and must involve Onsite Support.  A call is placed to TouchPay Representative when the appropriate individual arrives.

    a.   Courier
       1.   Check Bill Acceptor is Full
       2.   Check if Receipt paper full/jammed
       3.   Perform other required tests requested by TouchPay Representative

    b.   Facility Representative
       1.   Check Power supply
       2.   Check Network connectivity

2. Resolve & Close Ticket
    a.   Onsite Support able to handle Issue and close ticket.
    b.   Onsite Support unable to resolve – escalate back to Operations

3. Feedback & Reporting
    a.   Incident Reports (on-line lookups)
    b.   Incident Report – Hardware failure on parts replaced
    c.   Weekly Reporting
    d.   Monthly Reporting

All Reports available upon request

## Resolution Times

**Level I** - All resolved within 30min -1 hour of call logged – Ticket Closed

**Level II** - All resolved within 1-3 hours of call logged – Ticket Closed

**Level III** - All resolved within 1 business day of call logged – Ticket Closed

## Posting Event Tracking & Analysis

    **a.**   Frequency

    **b.**   Uptime %

    **c.**   Common Problems

    **d.**   Monthly Review – If requested

**Emergency Contact**

| | |
|---|---|
| **General /Operating Issues** | **Craig Bullard** |
| | Operations Department |
| | P.O. Box 155337 |
| | Fort Worth, TX  76155 |

| | | |
|---|---|---|
| | Toll Free: | 800-720-6817 – Ext. 2001 |
| | Telephone : | 817-204-0301 – Ext. 2001 |
| | Fax: | 817-230-4837 |
| | Email: | cbullard@TouchPaydirect.com |

| | |
|---|---|
| **Technical difficulties -Kiosk, IVR, Web** | **Jon Mosier** |
| | IT Department |
| | P.O. Box 155337 |
| | Fort Worth, TX  76155 |

| | | |
|---|---|---|
| | Toll Free: | 800-720-6817 – Ext. 2008 |
| | Telephone : | 817-204-0301 – Ext. 2008 |
| | Fax: | 817-230-4837 |
| | Email: | jmosier@TouchPaydirect.com |

**Emergency Contact cont.**

| | |
|---|---|
| **Accounting /Reporting Issues** | **Jennifer Crandall** |
| | Accounting Department |
| | P.O. Box 155337 |
| | Fort Worth, TX  76155 |

| | | |
|---|---|---|
| | Toll Free: | 800-720-6817 – Ext. 2004 |
| | Telephone : | 817-204-0301 – Ext. 2004 |
| | Fax: | 817-230-4837 |
| | Email: | jcrandall@TouchPaydirect.com |

2.9     **BUSINESS CONTINUITY AND DISASTER RECOVERY**

**BUSINESS CONTINUITY AND DISASTER RECOVERY PLAN HAS BEEN INCORPORATE HEREIN AS EXHIBIT B-1**.

2.10    **TRAINING**

The goal of the knowledge transfer process is for Maricopa County Sheriff's Office staff to be able to successfully record and process business transactions, including queries and reports.   The Contractor must adhere to a strategy that will ensure these results are achieved.  Vendors shall include any other types of training that may be useful in system roll-out and implementation.

The knowledge transfer process provides the following outcomes:

- MCSO employees will gain new knowledge and skills to enable and sustain the  business transformation associated with adoption of the KIOSK system.

- MCSO employees will have the competence to undergo subsequent change efforts faster and more effectively.

- MCSO employees will have the ability to draw on the experience and network of the Contractor's team members.

- Touchpay will provide training at each facility kiosks will be located.  This training will be provided to all three shifts as required by MCSO.

## EXHIBIT B-1
### Touchpay Disaster recovery Plan

## Disaster Recovery Strategy

Touchpay's normal business operations centers provide for redundancy within local servers located in MCSO's data faculties and a simultaneous remote site back up on processing in the two data centers that Touchpay maintains. Both offsite data centers have a 48 hour battery back-up and a diesel generator back up for extended outages. In addition, Touchpay's data centers are located in Dallas Texas at a collocation facility that consolidates the 4 major fiber lines that are the data backbone for all of North Texas.

The disaster recovery strategy explained below pertains specifically to a disaster disabling the MCSO main data center. This functional area provides major server support to Touchpay's payment applications. Especially at risk are the critical applications those designated as Category I systems. The O&S Team Plan provides for recovering the capacity to support these critical applications within 2 hours. Summarizing the provisions of the O&S Plan, subsections below explain the context in which the Touchpay's Business Continuity Plan operates. The Business Continuity Plan complements the strategies for restoring the data processing capabilities normally provided by Operations & Systems.

This section addresses three phases of disaster recovery:

· Emergency

· Backup

· Recovery

Strategies for accomplishing each of these phases are described below. It should be noted that the subsection describing the emergency phase applies equally to a disaster affecting the MCSO main data center or other building that house Touchpay servers. Or any supporting critical systems.

## Emergency Phase

The emergency phase begins with the initial response to a disaster. During this phase, the existing emergency plans and procedures of Touchpay and MCSO IT staff direct efforts to protect life and property, the primary goal of initial response. Security over the area is established as local support services such as the Sheriff's Deputies and Fire Departments are enlisted through existing mechanisms. The MCSO Duty Person is alerted by cell phone and or pager and begins to monitor the situation.

If the emergency situation appears to affect the main MCSO center (or other critical facility or service), either through damage to data processing or support facilities, or if access to the facility is prohibited, the Duty Person will closely monitor the event, notifying Touchpay personnel as required to assist in damage assessment. Once access to the facility is permitted, an assessment of the damage is made to determine the estimated length of the outage. If access to the facility is precluded, then the estimate includes the time until the effect of the disaster on the facility can be evaluated.

If the estimated outage is less than 2 hours, recovery will be initiated under normal Information Systems operational recovery procedures. If the outage is estimated to be longer than 2 hours, then the Duty Person activates the Business Continuity Management Team, which in turn notifies Craig Bullard, President of Touchpay and the Business Continuity Plan is activated. The recovery process then moves into the back-up phase.

The Business Continuity Management Team remains active until recovery is complete to ensure that the Institute will be ready in the event the situation changes.

## Back-up Phase

The back-up phase begins with the initiation of the appropriate Recovery Plan(s) for outages enduring longer than 2 hours. In the initial stage of the back-up phase, the goal is to resume processing critical applications. Processing will

resume either at the main data center or at the designated hot site, depending on the results of the assessment of damage to equipment and the physical structure of the building.

In the back-up phase, the initial hot site must support critical (Category I) applications for up to 4 weeks and as many Category II applications as resources and time permit. During this period, processing of these systems resumes, possibly in a degraded mode, up to the capacity of the hot site. Within this 4 week period, the main data center will be returned to full operational status if possible.

However, if the damaged area requires a longer period of reconstruction, then the second stage of back-up commences. During the second stage, an alternate temporary processing facility that we have contracted to use for this purpose.

**Recovery Phase**

The time required for recovery of the functional area and the eventual restoration of normal processing depends on the damage caused by the disaster. The time frame for recovery can vary from several hours to several weeks. In either case, the recovery process begins immediately after the disaster and takes place in parallel with back-up operations at the designated hot site. The primary goal is to restore normal operations as soon as possible.

**EXHIBIT C**

# Touchpay Holdings, LP
## Guaranteed Payment Policy for Maricopa County

**Services:**  Touchpay has agreed to provide Maricopa County with payment services to allow credit card, debit card, electronic check (ACH) and cash payments from individuals who wish to fund into several types of inmate accounts. We also may provide additional services for Maricopa County or the payment of bonds, fines, and child support payments.

**Policy:**    When an individual depositor makes a payment transaction using credit card, debit card, electronic check (ACH) or cash payment into the Touchpay payment system, Touchpay will authorize or decline the transaction. Upon authorization Touchpay makes these funds available to the appropriate account in real time.  These funds are immediately available for use by the inmate recipient.  Touchpay will **guarantee** the delivery of all funds to Maricopa County on all authorized transactions typically within a 72 hour fund clearing period from the merchant account processor.

**Purpose:**  Touchpay provides this unprecedented **guarantee** benefit of a risk free solution for payments into Maricopa County to facilitate the convenient, immediate use of these funds to provide better service for inmates and their families.  Touchpay can only accomplish our payment guarantee with a stringent control system and adherence to strict account oversight to provide a means to recover fraudulent transactions and the collection of bad debt. Thus, Touchpay will require complete cooperation in our collection and recovery procedures and agreement to our recovery processes by Maricopa County.

**Collection & Recovery Process**:  Touchpay, with the cooperation of the account trustee, will use the following collection processes:

Upon receiving a charge back from the financial institution, Touchpay will use all of our resources to collect the fraudulent funds. If Touchpay is unable to collect these funds and an account has more than one (1) incident, then **MCSO at MCSO's sole discretion can have Touchpay**:

1. Block the inmate account from additional usage.
   ***Touchpay will only have discretion to block additional DEPOSIT transactions applicable to a inmates account.  Touchpay will not have the discretion to block an inmates account for general use without the written consent of MCSO.***
2. Recover any existing balance of funds that are in the blocked account up to the charge back amount plus a $25 collection or non-sufficient funds fee.
3. Only accept new funds into blocked account if depositor acknowledges that new funds will be first be used to pay off the delinquent account.
4. Use all remedies at our disposal to pursue collection of fraudulent transactions directly from the depositor.

Additionally, Touchpay has predicated our guarantee on the basis that Maricopa County agrees to the following requirements:

1. Agreement and cooperation in the Touchpay collection procedures to recover fraudulent transactions and bad debt including but not limited to providing account information, account balances, adhering to blocked accounts, and when appropriate assisting in pursuing and prosecuting fraudulent transactions.

# EXHIBIT D
### Effective 05/01/09

| | | TouchPay Project Plan_1 | | | | | | |
|---|---|---|---|---|---|---|---|---|
| ID | ⓘ | Task Name | Effort | Start | Finish | Pred | Resource | Comp |
| 1 | | **TOUCHPAY PROJECT** | 482 days? | 6/22/2007 | 4/27/2009 | | | 73% |
| 2 | ✓ | Contract | 192 days | 7/25/2007 | 4/17/2008 | | | 100% |
| 3 | ✓ | Contract Awarded | 0 days | 7/25/2007 | 7/25/2007 | | | 100% |
| 4 | ✓ | Contract Last Revised | 0 days | 2/4/2008 | 2/4/2008 | | | 100% |
| 5 | ✓ | Kick-Off Meeting | 0.5 days | 2/14/2008 | 2/14/2008 | | JN,TC,MF,AB,CG,CB | 100% |
| 6 | ✓ | Provide identification for backgrounds | 2 days | 3/13/2008 | 3/14/2008 | | CB | 100% |
| 7 | ✓ | Conduct background check | 24.34 days | 3/14/2008 | 4/17/2008 | | BR | 100% |
| 8 | | Installation | 287 days | 2/28/2008 | 4/2/2009 | 5 | | 87% |
| 9 | ✓ | Site survey | 2 days | 2/28/2008 | 2/29/2008 | | CG,CB | 100% |
| 10 | ✓ | Prepare schematic | 2 days | 3/3/2008 | 3/4/2008 | 9 | CG,CB | 100% |
| 11 | ✓ | Approve schematic | 7 days | 4/17/2008 | 4/28/2008 | 10,23 | TCOM | 100% |
| 12 | ✓ | Install electrical | 10 days | 4/28/2008 | 5/12/2008 | 11,23 | CG,CB | 100% |
| 13 | ✓ | Install data lines | 10 days | 4/28/2008 | 5/13/2008 | 11,23 | TCOM | 100% |
| 14 | ✓ | Ship test kiosk to MCSO | 1 day | 4/17/2008 | 4/18/2008 | 23 | CB | 100% |
| 15 | ✓ | Install kiosk at Chambers | 1 day | 4/18/2008 | 4/21/2008 | 14,23 | CB,CG | 100% |
| 16 | | Ship remaining kiosks to MCSO | 1 day | 4/21/2008 | 4/22/2008 | 15 | CB,CG | 0% |
| 17 | | Install kiosks at facilities | 4 days | 3/30/2009 | 4/2/2009 | 12,13,23,16,97 | CB,CG | 0% |
| 18 | ✓ | Network Security | 45.32 days? | 2/14/2008 | 4/17/2008 | 5 | | 100% |
| 19 | ✓ | Document protocols and encryption | 5 days | 3/6/2008 | 3/12/2008 | | CB | 100% |
| 20 | ✓ | Document overview of data flow | 2 days | 2/14/2008 | 2/18/2008 | | CB | 100% |
| 21 | ✓ | Review interface | 0.66 days | 3/25/2008 | 3/25/2008 | | CB,NN,BR,TG,JC,JM | 100% |
| 22 | ✓ | Prepare interface schematics | 0.5 days | 3/25/2008 | 3/26/2008 | 21 | TG | 100% |
| 23 | ✓ | Obtain approval for connectivity | 16.67 days | 3/26/2008 | 4/17/2008 | 19,22 | BR,TG | 100% |
| 24 | ✓ | Test connectivity | 1 day? | 2/14/2008 | 2/15/2008 | | JM,TG | 100% |
| 25 | | TouchPay Interface | 260 days | 6/27/2007 | 6/25/2008 | | | 36% |
| 26 | ✓ | Define MCSO business rules | 5 days | 4/3/2008 | 4/9/2008 | | NN,TC,MF,CG | 100% |
| 27 | ▥ | Review TouchPay Reports | 5 days | 4/3/2008 | 4/9/2008 | | NN,TC,MF,CG | 0% |
| 28 | ▥ | Define TouchPay reporting requirements | 2 days | 5/6/2008 | 5/30/2008 | 26,27 | NN,TC,MF,CG,CB | 0% |
| 29 | ▥ | Define - TouchPay Kiosk interface | 2 days | 5/1/2008 | 5/27/2008 | | NN,TC,MF,CG,CB | 95% |
| 30 | ▥ | Define - TouchPay Web interface | 1 day | 5/2/2008 | 5/2/2008 | | NN,TC,MF,CG,CB | 0% |
| 31 | ▥ | Define - TouchPay IVR interface | 1 day | 5/5/2008 | 5/5/2008 | | NN,TC,MF,CG,CB | 0% |
| 32 | ✓ | Define message - Acct Info & Clearance | 2 days | 6/2/2008 | 6/16/2008 | 29,30,31 | JM,NN | 100% |
| 33 | ✓ | Define message - MCSO Payment | 2 days | 6/2/2008 | 6/16/2008 | 29,30,31 | JM,NN | 100% |
| 34 | | Define message - TouchPay Audit | 1 day | 6/3/2008 | 6/3/2008 | 29,30,31 | JM,NN | 100% |
| 35 | ✓ | Define message - MCSO Audit | 2 days | 4/10/2008 | 5/19/2008 | 26,27 | JM,NN | 100% |
| 36 | | Define database modifications | 5 days | 6/16/2008 | 6/23/2008 | 35,32,33,34 | NN,JC | 25% |
| 37 | | Develop - TouchPay's Kiosk interface | 1 day | 5/28/2008 | 5/28/2008 | 29 | JM | 0% |
| 38 | | Develop - TouchPay Web interface | 1 day | 5/5/2008 | 5/5/2008 | 30 | JM | 0% |
| 39 | | Develop - TouchPay's IVR interface | 1 day | 5/19/2008 | 5/19/2008 | 31 | JM | 0% |
| 40 | | Develop message - Acct Info & Clearance | 2 days | 6/17/2008 | 6/18/2008 | 32 | JM | 0% |
| 41 | | Develop message - Credit Card Approval | 0.5 days | 6/27/2007 | 6/27/2007 | | JM | 0% |
| 42 | | Develop message - MCSO Payment | 2 days | 6/17/2008 | 6/18/2008 | 33 | JM | 0% |
| 43 | | Develop message - TouchPay Audit | 1 day | 6/9/2008 | 6/9/2008 | 34 | JM | 0% |
| 44 | | Develop message - MCSO Audit | 2 days | 5/20/2008 | 5/23/2008 | 35 | JM | 0% |
| 45 | | Develop - TouchPay Reports | 4 days | 6/10/2008 | 6/25/2008 | 28 | JM,NN | 0% |
| 46 | | | | | | | | |

**EXHIBIT D**
**Effective 05/01/09**

| | | TouchPay Project Plan_1 | | | | | | |
|---|---|---|---|---|---|---|---|---|
| ID | ⓘ | Task Name | Effort | Start | Finish | Pred | Resource | Comp |
| 47 | | Integration Engine | 189 days | 6/23/2008 | 3/11/2009 | | | 96% |
| 48 | | Define MQ parameters | 5 days | 2/6/2009 | 2/23/2009 | 29,30,31,23 | JM,NN,TG | 50% |
| 49 | | Define Exception Handling | 2 days | 2/24/2009 | 3/9/2009 | 48 | JM,NN,TG | 0% |
| 50 | | Develop monitoring/alert process | 2 days | 3/10/2009 | 3/11/2009 | 49 | TG | 0% |
| 51 | ✓ | Set up interface to JMS Test | 141.8 days | 7/7/2008 | 2/6/2009 | 50 | TM,NN,TG,BR | 100% |
| 52 | ✓ | Set up interface to IFCS Test | 157 days | 6/23/2008 | 2/6/2009 | 48 | JC,NN,TG | 100% |
| 53 | ▥ | Develop message - Acct Info & Clearance | 2 days | 2/5/2009 | 2/6/2009 | 32,23 | TG | 0% |
| 54 | ▥ | Develop message - MCSO Payment | 1 day | 2/11/2009 | 2/11/2009 | 33,23 | TG | 0% |
| 55 | ▥ | Develop message - TouchPay Audit | 1 day | 2/17/2009 | 2/17/2009 | 34,23 | TG | 0% |
| 56 | ▥ | Develop message - MCSO Audit | 1 day | 2/20/2009 | 2/20/2009 | 35,23 | TG | 0% |
| 57 | | | | | | | | |
| 58 | ✓ | JMS Requirements | 266 days | 6/22/2007 | 6/30/2008 | | | 100% |
| 59 | ✓ | JMS Connectors | 1 day | 6/22/2007 | 6/22/2007 | | BR | 100% |
| 60 | ✓ | JMS Test Workstation Updates | 1 day | 6/22/2007 | 6/22/2007 | | TM | 100% |
| 61 | ✓ | Develop - Acct Info & Clearance | 4 days | 6/19/2008 | 6/30/2008 | 53 | BB,NN | 100% |
| 62 | | | | | | | | |
| 63 | | IFCS Test Environment | 68 days | 4/17/2008 | 7/21/2008 | | | 88% |
| 64 | ✓ | Establish Test Environment | 45 days | 4/17/2008 | 6/18/2008 | | PM,JC,NN,BK | 100% |
| 65 | ▥ | Establish Message Handling Procedure | 10 days | 6/19/2008 | 7/2/2008 | 64 | PM,JC,NN,TG,BK | 50% |
| 66 | | Define Exception Handling | 2 days | 7/3/2008 | 7/15/2008 | 65 | TG,NN,JC | 50% |
| 67 | | Update IFCS Operating Procedures | 1 day | 7/21/2008 | 7/21/2008 | 66 | JC | 0% |
| 68 | 🗏 | IFCS Requirements | 172 days | 7/21/2008 | 3/17/2009 | 63 | | 14% |
| 69 | | Apply database changes - Test | 2 days | 7/22/2008 | 7/23/2008 | 36 | JC | 0% |
| 70 | ✓ | Develop - Acct Info & Clearance Message | 5 days | 7/21/2008 | 2/11/2009 | 53 | JC,NN | 100% |
| 71 | | Develop - MCSO Payment Message | 5 days | 7/21/2008 | 2/16/2009 | 54 | JC,NN | 50% |
| 72 | | Develop - TouchPay Audit Message | 5 days | 8/29/2008 | 2/20/2009 | 55,69 | JC,NN | 50% |
| 73 | | Develop - MCSO Audit Message | 5 days | 2/20/2009 | 2/27/2009 | 56,69 | JC,NN | 0% |
| 74 | ▥ | Design - Deposits Awaiting Touchpay Update | 3 days | 2/16/2009 | 2/18/2009 | | NN | 0% |
| 75 | | Develop - Deposits Awaiting Touchpay Update | 5 days | 2/19/2009 | 2/25/2009 | 74 | JC | 0% |
| 76 | | Design - Unreconciled Bank Deposits | 3 days | 2/19/2009 | 2/23/2009 | 74 | NN | 0% |
| 77 | | Develop -Unreconciled Bank Deposits | 5 days | 2/24/2009 | 3/1/2009 | 76 | JC | 0% |
| 78 | | Design - Reconcile Bank Deposits | 3 days | 2/24/2009 | 2/26/2009 | 76 | NN | 0% |
| 79 | | Develop - Reconcile Bank Deposits | 5 days | 2/27/2009 | 3/4/2009 | 78 | JC | 0% |
| 80 | | Review Current Reports | 3 days | 3/4/2009 | 3/9/2009 | 27,36,79 | TC,MF,NN | 0% |
| 81 | | Create New Reports | 5 days | 3/9/2009 | 3/16/2009 | 80 | NN,JC | 0% |
| 82 | | Update Cron jobs | 1 day | 3/17/2009 | 3/17/2009 | 81 | JC | 0% |
| 83 | | Print receipt at inmate's facility | 1 day | 9/19/2008 | 9/19/2008 | | NN,JC | 0% |
| 84 | | Develop cash drawer access controls | 15 days | 7/22/2008 | 8/13/2008 | | NN,JC | 0% |
| 85 | | Business Requirements | 2 days | 6/22/2007 | 6/25/2007 | | | 25% |
| 86 | ✓ | Authorize bank to accept TouchPa deposits | 2 days | 6/22/2007 | 6/25/2007 | | TC | 100% |
| 87 | | Procedure for Cash @ Release | 2 days | 6/22/2007 | 6/25/2007 | | TC | 0% |
| 88 | | Procedure - Reconcile bank deposit | 2 days | 6/22/2007 | 6/25/2007 | | TC | 0% |
| 89 | | Verify revenue payment | 1 day | 6/22/2007 | 6/22/2007 | | | 0% |
| 90 | | Verify inmate account deposit | 1 day | 6/22/2007 | 6/22/2007 | | | 0% |
| 91 | | Testing | 28 days | 3/18/2009 | 4/24/2009 | 68,58,47 | | 0% |
| 92 | | Establish Test Plan | 2 days | 3/19/2009 | 3/20/2009 | | NN,TC | 0% |

**EXHIBIT D**
**Effective 05/01/09**

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | TouchPay Project Plan_1 | | | | | |
| ID | ⓘ | Task Name | Effort | Start | Finish | Pred | Resource | Comp |
| 93 | | Create Test Data | 2 days | 3/18/2009 | 3/19/2009 | | NN,,JC | 0% |
| 94 | ▦ | Identify workstations & printers for testing | 0.5 days | 3/18/2009 | 3/18/2009 | | NN,TC | 0% |
| 95 | ▦ | Install desktop Icons for testing | 0.5 days | 3/18/2009 | 3/18/2009 | 94 | DCS | 0% |
| 96 | ▦ | Install workstations & printers for testing | 1 day | 3/18/2009 | 3/19/2009 | 94 | JC,BK | 0% |
| 97 | | Round 1 | 5 days | 3/23/2009 | 3/27/2009 | 92,96 | | 0% |
| 98 | ▦ | Test - Acct Info & Clearance | 1 day | 3/23/2009 | 3/23/2009 | | TC,NN,MF,TG,JC,JM | 0% |
| 99 | ▦ | Test - MCSO Payment | 1 day | 3/23/2009 | 3/23/2009 | | JC,NN,TC,MF,JM,TG | 0% |
| 100 | ▦ | Test - TouchPay Audit | 1 day | 3/23/2009 | 3/23/2009 | | JC,NN,TC,MF,JM,TG | 0% |
| 101 | ▦ | Test - Bank Reconciliation | 1 day | 3/23/2009 | 3/23/2009 | | TC,NN,MF,TG,JC,JM | 0% |
| 102 | ▦ | Test - MCSO Audit | 1 day | 3/23/2009 | 3/23/2009 | | JC,NN,TC,MF,TG,JM | 0% |
| 103 | ▦ | Test - Deposits Awaiting Touchpay Update | 1 day | 3/23/2009 | 3/23/2009 | | JC,NN,TC,MF,TG,JM | 0% |
| 104 | ▦ | Test - Unreconciled Bank Deposits | 1 day | 3/24/2009 | 3/24/2009 | | JC,NN,TC,MF,TG,JM | 0% |
| 105 | ▦ | Test - Reconcile Bank Deposits | 1 day | 3/25/2009 | 3/25/2009 | | JC,NN,TC,MF,TG,JM | 0% |
| 106 | ▦ | Test - TouchPay Reports | 1 day | 3/26/2009 | 3/26/2009 | | TC,MF,NN,TG,JC,JM | 0% |
| 107 | ▦ | Test - MCSO Reports | 1 day | 3/27/2009 | 3/27/2009 | | TC,NN,MF,TG,JC,JM | 0% |
| 108 | | Round 2 | 10 days | 3/30/2009 | 4/10/2009 | 97 | | 0% |
| 109 | | Apply updates | 3 days | 3/30/2009 | 4/1/2009 | | JM,NN,TG,BB,JC | 0% |
| 110 | | Test - Acct Info & Clearance | 1 day | 3/30/2009 | 3/30/2009 | | TC,NN,MF,TG,JC,JM | 0% |
| 111 | ▦ | Test - MCSO Payment | 1 day | 3/31/2009 | 3/31/2009 | | JC,NN,TC,MF,JM,TG | 0% |
| 112 | ▦ | Test - TouchPay Audit | 1 day | 4/1/2009 | 4/1/2009 | | JC,NN,TC,MF,JM,TG | 0% |
| 113 | ▦ | Test - Bank Reconciliation | 1 day | 4/2/2009 | 4/2/2009 | | TC,NN,MF,TG,JC,JM | 0% |
| 114 | ▦ | Test - MCSO Audit | 1 day | 4/3/2009 | 4/3/2009 | | JC,NN,TC,MF,TG,JM | 0% |
| 115 | ▦ | Test - Deposits Awaiting Touchpay Update | 1 day | 4/6/2009 | 4/6/2009 | | JC,NN,TC,MF,TG,JM | 0% |
| 116 | ▦ | Test - Unreconciled Bank Deposits | 1 day | 4/7/2009 | 4/7/2009 | | JC,NN,TC,MF,TG,JM | 0% |
| 117 | ▦ | Test - Reconcile Bank Deposits | 1 day | 4/8/2009 | 4/8/2009 | | JC,NN,TC,MF,TG,JM | 0% |
| 118 | ▦ | Test - TouchPay Reports | 1 day | 4/9/2009 | 4/9/2009 | | TC,MF,NN,TG,JC,JM | 0% |
| 119 | ▦ | Test - MCSO Reports | 1 day | 4/10/2009 | 4/10/2009 | | TC,NN,MF,TG,JC,JM | 0% |
| 120 | | Round 3 | 10 days | 4/13/2009 | 4/24/2009 | 108 | | 0% |
| 121 | | Apply updates | 3 days | 4/13/2009 | 4/15/2009 | | JM,NN,TG,BB,JC | 0% |
| 122 | ▦ | Test - Acct Info & Clearance | 1 day | 4/14/2009 | 4/14/2009 | | TC,NN,MF,TG,JC,JM | 0% |
| 123 | ▦ | Test - MCSO Payment | 1 day | 4/15/2009 | 4/15/2009 | | JC,NN,TC,MF,JM,TG | 0% |
| 124 | ▦ | Test - TouchPay Audit | 1 day | 4/16/2009 | 4/16/2009 | | JC,NN,TC,MF,JM,TG | 0% |
| 125 | ▦ | Test - Bank Reconciliation | 1 day | 4/17/2009 | 4/17/2009 | | TC,NN,MF,TG,JC,JM | 0% |
| 126 | ▦ | Test - MCSO Audit | 1 day | 4/20/2009 | 4/20/2009 | | JC,NN,TC,MF,TG,JM | 0% |
| 127 | ▦ | Test - Deposits Awaiting Touchpay Update | 1 day | 4/21/2009 | 4/21/2009 | | JC,NN,TC,MF,TG,JM | 0% |
| 128 | ▦ | Test - Unreconciled Bank Deposits | 1 day | 4/22/2009 | 4/22/2009 | | JC,NN,TC,MF,TG,JM | 0% |
| 129 | ▦ | Test - Reconcile Bank Deposits | 1 day | 4/23/2009 | 4/23/2009 | | JC,NN,TC,MF,TG,JM | 0% |
| 130 | ▦ | Test - TouchPay Reports | 1 day | 4/24/2009 | 4/24/2009 | | TC,MF,NN,TG,JC,JM | 0% |
| 131 | ▦ | Test - MCSO Reports | 1 day | 4/24/2009 | 4/24/2009 | | TC,NN,MF,TG,JC,JM | 0% |
| 132 | | | | | | | | |
| 133 | | Product Marketing | 41 days | 3/1/2009 | 4/24/2009 | | | 0% |
| 134 | ▦ | Create link from MCSO web site | 1 day | 3/1/2009 | 3/1/2009 | | BR,CB | 0% |
| 135 | ▦ | Update MCSO IVR? | 2 days | 3/1/2009 | 3/2/2009 | | TCOM,CB | 0% |
| 136 | ▦ | Posters in facilities | 2 days | 3/1/2009 | 3/3/2009 | | CG,CB | 0% |
| 137 | ▦ | User Sign-Off | 1 day | 4/24/2009 | 4/24/2009 | | TC,CG | 0% |
| 138 | ▦ | TouchPay Sign-Off | 1 day | 4/24/2009 | 4/24/2009 | | JM,CB | 0% |

**EXHIBIT D**
**Effective 05/01/09**

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | | TouchPay Project Plan_1 | | | | |
| ID | ℹ | Task Name | Effort | Start | Finish | Pred | Resource | Comp |
| 139 | | Go-Live | 1 day | 4/27/2009 | 4/27/2009 | 137,138 | | 0% |
| 140 | | Notification to MCSO users | 1 day | 4/27/2009 | 4/27/2009 | | | 0% |
| 141 | | JMS Worksation Updates | 1 day | 4/27/2009 | 4/27/2009 | | TM | 0% |
| 142 | | JMS Progam Updates | 1 day | 4/27/2009 | 4/27/2009 | | BB | 0% |
| 143 | | Apply database changes - IFCS Prod | 0.2 days | 4/27/2009 | 4/27/2009 | | JC | 0% |
| 144 | | IFCS Program Updates | 0.2 days | 4/27/2009 | 4/27/2009 | | JC | 0% |
| 145 | | IFCS Cron job updates | 0.2 days | 4/27/2009 | 4/27/2009 | | JC | 0% |
| 146 | | Update IFCS Operating Procedures | 0.2 days | 4/27/2009 | 4/27/2009 | | JC | 0% |
| 147 | | Switch IE to JMS Prod | 1 day | 4/27/2009 | 4/27/2009 | | TG | 0% |
| 148 | | Switch IE to IFCS Prod | 1 day | 4/27/2009 | 4/27/2009 | | TG | 0% |
| 149 | | Activate kiosks | 1 day | 4/27/2009 | 4/27/2009 | | CB | 0% |
| 150 | | Activate web interface | 1 day | 4/27/2009 | 4/27/2009 | | CB | 0% |
| 151 | | Active IVR interface | 1 day | 4/27/2009 | 4/27/2009 | | CB | 0% |
| 152 | | Validate System Operational | 1 day | 4/27/2009 | 4/27/2009 | | JM,NN | 0% |

**TOUCHPAY HOLDINGS LP, 4108 AMON CARTER BLVD. #200, FORT WORTH, TX 76155-2688**

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: __X__YES _____NO

PRICING SHEET: 2062801

| | |
|---|---|
| Terms: | NET 30 |
| Vendor Number: | W000002676 X |
| Telephone Number: | 817/204-0301 |
| Fax Number: | 817/230-4837 |
| Contact Person: | Craig Bullard |
| E-mail Address: | cbullard@touchpaydirect.com |
| Certificates of Insurance | Required |
| Contract Period: | To cover the period ending ~~January~~ **July 31, 2011.** |